EXHIBITS TO PREFILED TESTIMONY OF MICHAEL D. PELCOVITS ON BEHALF OF THE NEW ENGLAND CABLE AND TELECOMMUNICATIONS ASSOCIATION, INC. AND COMCAST PHONE OF VERMONT, LLC

Exhibit	**Description**
Exhibit NECTA/CPVT-MDP-1	Recommended Conditions for any Merger Approval
Exhibit NECTA/CPVT-MDP-2	NECTA/CPVT: FP. 2-13
Exhibit NECTA/CPVT-MDP-3	FCC Local Telephone Competition Report as of 6/30/06 (January 2007)
Exhibit NECTA/CPVT-MDP-4	FCC Local Telephone Competition Report as of 12/31/05 (July 2006), Table 2
Exhibit NECTA/CPVT-MDP-5	“Cutting the Cord for Mobile Phones”, *E Commerce Times* (September 30, 2006)
Exhibit NECTA/CPVT-MDP-6	MiCRA, “Consumer Benefits from Cable-Telco Competition, 2006”
Exhibit NECTA/CPVT-MDP-7	NECTA/CPVT: FP.1-61
Exhibit NECTA/CPVT-MDP-8	NECTA/CPVT: FP. 1-62
Exhibit NECTA/CPVT-MDP-9	NECTA/CPVT: FP. 1-65
Exhibit NECTA/CPVT-MDP-10	Hawaiian Telcom Communications Inc. Form 10K (2006) at 18
Exhibit NECTA/CPVT-MDP-11	Hawaiian Telcom Communications Inc. Form 10K (2006) at 19
Exhibit NECTA/CPVT-MDP-12	Hawaiian Telcom Communications Inc. Form 10K (2006) at 25
Exhibit NECTA/CPVT-MDP-13	NECTA/CPVT: FP. 1-13
Exhibit NECTA/CPVT-MDP-14	Comcast Correspondence with FairPoint
Exhibit NECTA/CPVT-MDP-15	NECTA/CPVT: FP. 1-4
Exhibit NECTA/CPVT-MDP-16	NECTA/CPVT: FP. 1-5
Exhibit NECTA/CPVT-MDP-17	NECTA/CPVT: FP. 1-70
Exhibit NECTA/CPVT-MDP-18	NECTA/CPVT: FP. 1-6

Exhibit NECTA/CPVT-MDP-19	NECTA/CPVT: FP.1-16
Exhibit NECTA/CPVT-MDP-20	NECTA/CPVT: FP. 1-19
Exhibit NECTA/CPVT-MDP-21	NECTA/CPVT: FP. 1-15
Exhibit NECTA/CPVT-MDP-22	NECTA/CPVT: FP. 1-11
Exhibit NECTA/CPVT-MDP-23	Sovernet/segTEL: VZ. 1-39 at 4 **[CONFIDENTIAL]**
Exhibit NECTA/CPVT-MDP-24	Hawaiian Telcom Inc. Position Statement, Docket 2006-0400, pages 28-31 (2/15/07)
Exhibit NECTA/CPVT-MDP-25	NECTA/CPVT: FP. 2-20
Exhibit NECTA/CPVT-MDP-26	NECTA/CPVT: FP. 1-31
Exhibit NECTA/CPVT-MDP-27	NECTA/CPVT: FP. 1-80
Exhibit NECTA/CPVT-MDP-28	NECTA/CPVT: FP. 2-40
Exhibit NECTA/CPVT-MDP-29	NECTA/CPVT: FP. 1-81
Exhibit NECTA/CPVT-MDP-30	NECTA/CPVT: FP. 1-82

Recommended Conditions:

NECTA/Comcast Phone recommends that the following competitive conditions designed to prevent disruption to competition from voice providers that rely on Verizon's wholesale obligations today.

Costs

1. Merger-related expenses should not be passed through, directly or indirectly, in wholesale rates or other fees paid by competitive carriers (including but not limited to any costs incurred as a result of the transaction, Transition Agreement, Capgemeni Agreement, systems design and implementation, testing and training). **[Testimony p. 16]**

Rural Status and 251 (b) and (c) obligations.

1. FairPoint must be prohibited, *in perpetuity*, from seeking or receiving treatment as a rural telephone company or any exemptions, modifications or suspensions from interconnection under Sections 251(f)(1) or 251(f)(2) of the federal Telecommunications Act of 1996, as amended. Fairpoint has stated in testimony and in discovery that it does not intend to seek an exemption under 251(f)(1), but this should be extended to include 251(f)(2) in perpetuity, and should be made a condition of approval of this transaction. **[Testimony p. 28]**

Interconnection Agreements, Rates and Facilities.

1. FairPoint should be required to permit requesting carriers to extend existing interconnection agreements, regardless of whether the initial or current term has expired, for a period of three years post closing. During this period, the interconnection agreement may be terminated only via the carrier's request. **[Testimony p. 34]**

2. Rates, including transit service, intrastate access, reciprocal compensation and TELRIC 252(c)(2) interconnection facilities should remain the same for a minimum of 3 years after the close date. **[Testimony pp. 34-40]**

3. FairPoint should be required to give the industry capacity notification when switches reach 70% capacity. **[Testimony p. 40]**

4. FairPoint must adopt at minimum, Verizon's standard business rules and intervals on trunk ordering. **[Testimony p. 41-42]**

5. FairPoint should increase the threshold to define a "project" with respect to trunk ordering from 9 DS1s to 28 DS1s. **[Testimony p. 42-43]**

Operational Support Systems.

1. The TSA should remain in place, and Verizon should be required to maintain all back office systems available to FairPoint and competitive providers after cutover and until all parties report back to the Board the FairPoint systems are functioning in a manner that is, at minimum, at parity with the manner they were functioning prior to cutover. **[Testimony p. 48]**

2. To avoid the disruption and failure of back office systems that occurred in Hawaii, FairPoint should be required to present a complete and comprehensive Cutover Plan, including a project plan for training, testing, implementation at least 12 months prior to any planned cutover of Verizon systems to Fairpoint. **[Testimony p. 48]**

3. FairPoint must commit to an agreed upon collaborative process with competitive carriers to inform carriers of changes and to test systems both in test and live environments, prior to implementation. **[Testimony p. 48].**

4. Cutover of all systems should not occur as a single flash event. Based on events in Hawaii, it is critical for systems to cut over one at a time to determine if the relevant system is functioning properly before other systems are permitted to cutover. **[Testimony p. 48]**

5. Implementation of any systems changes must be restricted to weekends and during the maintenance window, in order to minimize impact to CLEC operations. **[Testimony p. 48]**

6. All back office interfaces should be required to be based upon industry standards and Verizon current system specifications and should be fully automated with electronic bonding in the manner in which Verizon's systems are today. **[Testimony p. 50]**

Porting.

1. As a condition of approval, FairPoint must be required to commit to industry standard porting intervals. **[Testimony p. 51]**

a. FOC 24 hours
b. 3 business day interval for simple ports, which includes ports where the subscriber is canceling FairPoint DSL
c. Weekend porting

Training and Documentation.

1. FairPoint must commit to training, at minimum, in a manner that is at parity with what Verizon provides today at no cost to competitive providers. **[Testimony p. 50]**

2. FairPoint must commit to a monthly CLEC User Forum (CUF) during which CLECs are notified of systems changes, and the changes are discussed, new issues from CLECs are addressed and tracked and feedback is given. **[Testimony p. 55-56]**

3. FairPoint must commit to publishing a CLEC Handbook and wholesale business customer website that addresses specifications, timelines and intervals for various activities. FairPoint has indicated that they have not yet decided whether they will adopt the Verizon Handbook, change it or create a new one at all. The Handbook and current wholesale website provide certainty of processes and business rules and is important for CLECs. FairPoint must create a comparable resource for CLECs. **[Testimony p. 55-56]**

4. FairPoint must commit to dedicated account managers that work with Comcast specifically to address not only day to day activities, but special orders and projects between the two companies. A FairPoint account representative should be required to continue to meet regularly, either bi-weekly or weekly as negotiated during the transition and for the first 12 months post Cutover to discuss ongoing projects. **[Testimony p. 55-56]**

Poles

1. FairPoint must demonstrate that is has adequate resources to meet is existing outside plan commitments. **[Testimony p. 56-57]**

2. FairPoint is required to assume Verizon's tariffed pole attachment rates under Verizon's the incentive regulation plan through December 31, 2010. **[Testimony p. 56-57]**

3. FairPoint should be required to adopt the detailed Administrative Forms and Procedures Package in Verizon's tariff, as part of the incentive regulation plan. **[Testimony p. 58]**

Q.NECTA/CPVT:FP.2-13: Please refer to FairPoint's response to NECTA/CPVT 1-18. Please provide the following information:

(a) the 18 states in which FairPoint currently operates

(b) each state in which FairPoint has interconnection agreements with CLECs

(c) the number of interconnection agreements with CLECs in each such state identified in (b) above

(d) the rates, terms and conditions of such interconnection agreements with CLECs regarding the provision of trunking facilities to such CLECs

A.NECTA/CPVT:FP.2-13: OBJECTION: The question is overly broad and unduly burdensome in that it requests information and documents about FairPoint's operations outside of Vermont that are irrelevant and unlikely to lead to the discovery of admissible evidence and in that it would require FairPoint to search for and to assemble, at substantial expense, a great deal of information from its records. Without waiving the objection FairPoint answers as follows:

(a) FairPoint operates in Alabama, Colorado, Florida, Georgia, Idaho, Illinois, Kansas, Maine, Massachusetts, Missouri, New Hampshire, New York, Ohio, Oklahoma, Pennsylvania, Vermont, Virginia, and Washington. See A.DPS:FP.1-140; see also FairPoint's Form 10-K at 7, filed March 13, 2007.

(b) FairPoint has interconnection agreements with CLECs in Florida, Illinois, Maine, New York and Ohio.

(c) FairPoint has two interconnection agreements with CLECs in Florida, four interconnection agreements with CLECs in Illinois, four interconnection agreements with CLECs in New York, one interconnection agreement with a CLEC in Maine, and one interconnection agreement with a CLEC in Ohio. FairPoint expects to sign two interconnection agreements with a CLEC in Ohio soon.

(d) FairPoint's interconnection agreements with CLECs do contain provisions for trunking facilities to be made available to CLECs, but FairPoint does not keep a summary of the rates, terms, and conditions for such trunking facilities that are available to CLECs in each state.

Person Responsible for Response: Peter G. Nixon
Title: Chief Operating Officer
Date: May 10, 2007